In the High Court for the States of Punjab and Haryana, at Chandigarh.

C.R.No.4593 of 2007.
Decided on Sept 10,2007.

Sanjeev Vij @ Bittu -- Petitioner

vs.

Sham Lal Bansal and others -- Respondents.

Present: Mr. Rajeev Godara,Advocate,for the petitioner

Permod Kohli, J:(Oral)

This is a tenant's revision against the order dated May 26,2007,passed by the Rent Controller, Abohar, fixing the inteim rent at the rate of Rs. 4750/-p.m. The Court also issued a direction to the petitioner/tenant to pay arrears of rent, amounting to Rs.33250/-. The present petitioner against whom eviction petition under Section 13 of the East Punjab Rent Restriction Act, has been filed by the respondent/landlord, admitted the creation of tenancy as also execution of the rent note. The rate of rent @ Rs. 4750/- per month is also admitted. However, two pleas were raised before the Rent Controller, i.e. one that period of lease as created by the rent note having expired, he ceases to be a tenant and second, that at the time of entering into possession, he had deposited a sum of Rs. 50,000/- as security on August 18,1999, which has not been

returned and hence, the rent has not been paid.

These contentions are dishonest. It is the admitted case of the petitioner that even after expiry of period mentioned in the rent note, he continues to be in possession. The relationship of landlord and tenant cannot be said to be terminated ,merely that the period of lease expired. Once, he enters possession as a tenant, he continues to be so till he is evicted under law. It is settled law that once a tenant is always a tenant unless his right qua the demised premises is converted into any other right by act of the parties or by operation of law.

In the present case, nothing happened like this. He continues to be a tenant even after expiry of period of lease. This is the finding of the Rent Controller. There is no infirmity in the findings. Second plea that his security deposited has not been returned is also without any substance. A tenant cannot withhold the rent on the plea that his security is not returned. Since the petitioner continues to hold possession, he cannot claim his security, which was meant to be paid at the end of tenancy . I do not find any factual or legal infirmity in the impugned order. No merits.

This petition is dismissed.

Sept 10,2007 **(Permod Kohli)**
RR **Judge**